



County of Los Angeles
CHIEF ADMINISTRATIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION • LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
<http://cao.co.la.ca.us>

DAVID E. JANSSEN
Chief Administrative Officer

January 25, 2005

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

Dear Supervisors:

**PUBLIC HEARING ON THE PROPOSED SALE OF A 0.29 ACRE PORTION OF
THE JOHN ANSON FORD AMPHITHEATRE TO RANDY BARBATO AND
FENTON BAILEY FOR THE PURPOSE OF ELIMINATING AND
REMOVING AN ENCROACHMENT ON COUNTY PROPERTY,
CITY OF LOS ANGELES
(THIRD DISTRICT) (3 VOTES)**

**JOINT RECOMMENDATION WITH THE INTERIM DIRECTOR OF PARKS AND
RECREATION THAT YOUR BOARD:**

1. Find that the 0.29 acre undeveloped portion of the John Anson Ford Amphitheatre property, as legally described in Exhibit "A", be removed and no longer classified as park, recreational or cultural property.
2. Find that the subject property is not required for County use and is surplus to its needs.
3. Find that the sale and conveyance of title to this property is categorically exempt under the California Environmental Quality Act (CEQA).

**IT IS RECOMMENDED THAT, AFTER THE CLOSE OF THE PUBLIC HEARING, YOUR
BOARD:**

1. Find that the \$300,000 offered by Randy Barbato and Fenton Bailey as consideration for the transfer of title to 0.29 acre of undeveloped real property to remove an encroachment on the John Anson Ford Amphitheatre property, as legally described in Exhibit "A", complies with the requirements of Public Resources Code Section 5405.

2. Approve the sale of the County's right, title and interest in the subject property to Randy Barbato and Fenton Bailey, the adjacent landowners, for \$300,000; and instruct the Chair to sign the attached Agreement for Conveyance of Title to Encroached Area and Declaration of Covenants, Conditions and Restrictions and the attached quitclaim deed.
3. Approve the use of the funds received for the remaining portions of the John Anson Ford Amphitheater in lieu of the acquisition of substitute park land pursuant to Public Resources Code Section 5404.
4. Instruct the Auditor-Controller and the Department of Parks and Recreation establish an interest-bearing trust fund pursuant to the Park Preservation Act and to deposit all sales proceeds into the trust fund.
5. Authorize the Chief Administrative Office to take all further actions and execute all other necessary documents to complete the sale and transfer of title upon approval of the documents by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to eliminate and remove an encroachment, containing 0.29 acre, on the John Anson Ford Amphitheatre property located on its southerly boundary adjacent to private property at 2415 Pilgrimage Trail. The encroached area, which is being used as a rear yard for the adjacent single family residence at 2415 Pilgrimage Trail, will be severed from the Amphitheatre property and title will be transferred to the owners of the adjacent property, Randy Barbato and Fenton Bailey. As consideration, Mr. Barbato and Mr. Bailey will pay the County \$300,000.

The current owners of 2415 Pilgrimage Trail acquired their property in 2003 and did not create the encroachment. The proposed sale and conveyance of title as a means of removing this encroachment will avoid an undue hardship that would otherwise be imposed on the current owners of 2415 Pilgrimage Trail, as well as avoid a detrimental impact on the appearance and use of their property that would result if the County fenced in the encroached area and required removal of existing mature landscaping, retaining walls, and walkways to restore the encroached area to its natural state.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The proposed recommendations will further the Board-approved County Strategic Plan Goal 1 (Service Excellence) that will provide a fair and equitable solution that will preserve the appearance, use, and value of the adjacent private property while providing monetary compensation to the County for the loss of the real property that will be used to improve the John Anson Ford Amphitheatre property.

FISCAL IMPACT/FINANCING

The County will receive \$300,000 in monetary compensation which must be reserved and used for the improvement of the remaining portions of the John Anson Ford Amphitheatre as required under the Park Preservation Act, Public Resources Code Section 5400 et seq. Mr. Barbato and Mr. Bailey have also agreed to construct a fence within sixty days along the new property line at their sole expense subject to inspection and approval by the County.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The encroached area, as depicted on Exhibit "B", is located along the southerly boundary of the John Anson Ford Amphitheatre, southeast of the Pilgrimage Cross, and cannot be seen from the amphitheatre and associated buildings and parking areas. The total area of the encroachment is 12,744 square feet or 0.29 acre and represents approximately 0.09 percent of a total County-owned land area of 31.14 acres. The direct sale of this property to remove an encroachment is authorized as a part of the County's express and implied powers to manage and dispose of its real property under Government Code Sections 23003 and 23004. Pursuant to Public Resources Code Section 5404, your Board may, after holding a public hearing, sell real property designated for park and recreational use if the amount of property sold is less than ten percent of the total area of the property holding, but not more than one acre. Proceeds from the sale must be used for the improvement of the remaining portion of the property holding.

The subject encroachment consists of up-slope terrain and is used as a rear yard area for the single family residence at 2415 Pilgrimage Trail, which consists of two adjacent lots. The subject encroachment is improved with mature landscaping, irrigation systems, paved and dirt walkways, paved steps, and retaining walls which appear to have been installed and constructed many years ago prior to the current owners, including their immediate predecessors-in-interest, acquiring title.

The conveyance of title to the encroachment area will be subject to a deed restriction limiting the use of the property to its present use as a rear yard area serving the single family residence at 2415 Pilgrimage Trail and may not be improved with any structures, nor subdivided by itself or in any combination with the two existing lots that comprise 2415 Pilgrimage Trail. In the event of a breach in these deed restrictions, the property will automatically revert to the County after a ninety (90) day period to cure such breach.

As required by Government Code Section 65402, the Chief Administrative Office has provided notification of the proposed sale to the City of Los Angeles Planning Department and made application for a Certificate of Compliance. The City of Los Angeles has issued a Certificate of Compliance for the parcel that will be created by the County's conveyance subject to the condition that after the County conveys title to the encroached area, Mr. Barbato and Mr. Bailey will tie the subject parcel created thereby to their two existing lots that comprise 2415 Pilgrimage Trail, so that all of the property is held as one parcel. Notice of the public hearing has been posted at the John Anson Ford Amphitheatre for forty-five (45) days as required by Public Resources Code Section 5406.

The \$300,000 (\$23.54 per square foot) to be paid as consideration is comparable with recent sales of vacant land in the area and is based on the discount in price obtained by the owners of 2415 Pilgrimage Trail when they purchased their property in 2003, having knowledge of the encroachment, plus a premium for the lapse of time and to deter other future encroachment onto County property. This amount of consideration paid is deemed sufficient to acquire substitute land of comparable size and characteristics in the area complying with Public Resources Code Section 5405.

County Counsel has reviewed and approved as to form the attached Conveyance Agreement and Quitclaim Deed.

ENVIRONMENTAL DOCUMENTATION

The recommended actions are categorically exempt under Class 12 of the State CEQA Guidelines and the revised Environmental Document Reporting Procedures and Guidelines adopted by your Board.

Honorable Board of Supervisors
January 5, 2005
Page 5


IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no impact on current services or projects.

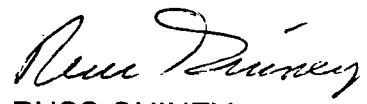
CONCLUSION

It is requested that the Executive Officer of the Board of Supervisors return the executed Conveyance Agreement in duplicate and the quitclaim deed along with two certified copies of the Minute Order and a conformed copy of the Board letter to the Chief Administrative Office for further processing.

Respectfully submitted,



DAVID E. JANSSEN
Chief Administrative Officer



RUSS GUINEY
Interim Director of Parks and Recreation

DEJ:CWW
DS:i/h

Attachments (2)

c: County Counsel
Auditor-Controller

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

County of Los Angeles
Chief Administrative Office
500 West Temple Street, Room 754
Los Angeles, CA 90012
Attn.: Don Simpson

Space above this line for Recorder's use

AIN 5577-025-901 (Por)

**AGREEMENT FOR CONVEYANCE OF TITLE TO ENCROACHED AREA
AND DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS AGREEMENT AND DECLARATION is made and entered into this _____ day of _____, 2004, by and between the COUNTY OF LOS ANGELES, a body corporate and politic ("County") and RANDY BARBATO and FENTON BAILEY ("Barbato/Bailey")

PREMISES:

- A. County is the owner in fee simple of certain real property containing approximately 25 acres in the City of Los Angeles, County of Los Angeles, State of California known as the John Anson Ford Amphitheater, previously known as the Pilgrimage Play Theater, located at 2580 Cahuenga Boulevard East, Los Angeles, California 90068, being a portion of Lot 46, Hollywood Heights Tract as shown on map recorded in Book 1, page 48, of Maps, in the office of the Recorder of the County of Los Angeles ("County Property").
- B. Barbato/Bailey are the owners of adjacent real property in the City of Los Angeles, County of Los Angeles, State of California, commonly known as 2415 Pilgrimage Trail and legally described as Lot 32, Tract 6058 as per Map recorded in Book 69, Pages 27 and 28 of Maps and Parcel B of Parcel Map L.A. No. 1272 as per Map recorded in Book 14, page 77 of Parcel Maps, all in the office of the Recorder of the County of Los Angeles ("Barbato/Bailey Property").
- C. A portion of County Property was encroached upon by the rear yard of the Barbato/Bailey Property containing a land area of approximately 12,744 square feet as legally described in Exhibit A, attached hereto and as depicted on Map, Exhibit B, attached hereto (the "Encroachment Area").

- D. The parties desire to eliminate and remove said encroachment by County transferring title to the Encroachment Area to Barbato/Bailey.
- E. The parties desire the covenants, conditions and restrictions set forth herein be made of record and be binding upon the Encroachment Area which shall run with the land.

NOW THEREFORE, County and Barbato/Bailey agree and hereby declare:

1. County agrees to transfer title to Encroachment Area to Barbato/Bailey by quitclaim deed. Title to the Encroachment Area shall be vested as follows:
RANDY BARBATO, a single man, and FENTON BAILEY, a single man,
as JOINT TENANTS
2. Barbato/Bailey agree to pay County the sum of THREE HUNDRED THOUSAND DOLLARS (\$300,000).
3. Barbato/Bailey hereby tender to County the sum of NINE THOUSAND DOLLARS (\$9,000), the receipt of which is hereby acknowledged, as a nonrefundable good faith deposit.
4. County shall serve as escrow holder. Barbato/Bailey shall pay in full the remaining balance of TWO HUNDRED NINETY ONE THOUSAND DOLLARS (\$291,000) to County by cashier's or certified check made payable to the County of Los Angeles at least three (3) business days prior to the recordation of the deed.
5. All costs and expenses related to this transaction shall be paid by Barbato/Bailey, including but not limited to, the cost of title insurance, all documentary transfer taxes, recording fees, and miscellaneous charges.
6. Barbato/Bailey agree to accept title to the Encroachment Area from County in its as-is condition without any warranty, express or implied, or representation by County as to its physical condition, location, size, use, and zoning, including, but not limited to, the condition of the soils or ground water on or under the property, and the presence of pollutants or contaminants therein.
7. County shall reserve and except unto itself all oil, gas, hydrocarbons, or other minerals in and under the Encroachment Area without the use of the surface or subsurface to a depth of 500 feet, measured vertically, from the surface.
8. The Encroachment Area will be used only for the present rear yard purposes serving the single family residence at 2415 Pilgrimage Trail, which includes the walkways, retaining walls, landscape plantings, fountain, and other improvements presently existing and repairs, replacements, and improvements of the same not inconsistent in use with the present uses. None of the Encroachment Area shall be improved with any habitable residence, guest house, garage, or other structure having a roof.

9. The Encroachment Area will not be used by Barbato/Bailey and their successors and assigns for either a subdivision of Lot 32, Tract 6058 and/or Parcel B, Parcel Map L.A. No. 1272, nor for a change in use of said Lot and Parcel.
10. The Encroachment Area shall be subject to a reversionary right in favor of the County in the event of breach by Barbato/Bailey or their successors and assigns of the restrictions set forth in Paragraphs 8 and 9 above. In the event Barbato/Bailey and their successors and assigns should use the Encroachment Area for any other use other than as specified in Paragraph 8 or 9 above, upon written notice given by County and the failure by Barbato/Bailey or their successors and assigns to cure such default or breach within ninety (90) days of the date of such notice, title to the Encroachment Area, as legally described in Exhibit A, shall immediately revert to County without further notice and without the necessity of any affirmative action on the part of County to assert any rights in said real property.
11. Within sixty (60) days of the recordation of the quitclaim deed, Barbato/Bailey will, at their sole expense, mark and stake the corners of the new property line by a licensed surveyor and will erect a six-foot high chain link fence* along the new property line. County, through its Department of Parks and Recreation, will review and provide written approval of the marking and staking of the new property line and will review and provide written approval of the proposed chain link fence prior to installation.

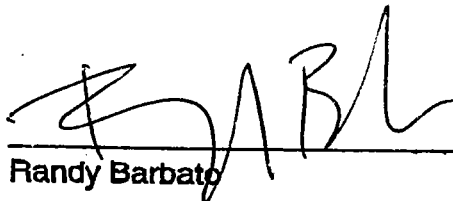
*, wrought iron fence, or other fence or wall agreeable
to both parties
12. County will file with the City of Los Angeles ("City") an application for a Certificate of Compliance and will record said Certificate of Compliance when issued by the City either before or concurrently with the transfer of title to the Encroachment Area. Barbato/Bailey agree to support said application and to provide assistance to County and the City in the preparation and in the processing of said application. Barbato/Bailey agree to comply with the conditions, if any, that the City may attach to the Certificate of Compliance.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and Declaration as of the day and year first above written.

COUNTY OF LOS ANGELES

RANDY BARBATO

By _____
Chairman of the Board
Of Supervisors



Randy Barbato

ATTEST:
VIOLET VARONA-LUKENS
Executive Officer-Clerk of
The Board of Supervisors

FENTON BAILEY


Fenton Bailey

By _____
Deputy

APPROVED AS TO FORM:
COUNTY COUNSEL

By Paul T. Hanson
Deputy

M03D177708
 JOHN ANSON FORD THEATER
 Filed with: **PILGRIMAGE PLAY PARK (1)**
 A.P.N. 5577-025-901
 T.G. 593 (E2, 3)
 I.M. 144-177
 Third District

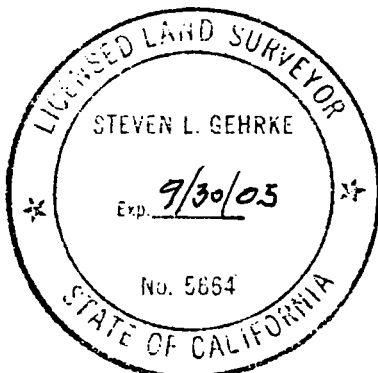
LEGAL DESCRIPTION

PARCEL NO. 1-1EX:

That portion of Lot 46 of Hollywood Heights, as shown on map recorded in Book 1, page 48, of Maps, in the office of the Recorder of the County of Los Angeles, within the following described boundaries:

Beginning at the most westerly southwesterly corner of Lot 32, Tract No. 6058, as shown on map recorded in Book 69, pages 27 and 28, of said Maps; thence North 89°44'00" West along the northerly line of Lot 30 and the northerly line of Lot 29 of said last mentioned tract, a distance of 97.00 feet; thence North 0°16'00" East 84.00 feet; thence North 35°43'36" East 34.45 feet; thence North 45°52'41" East 35.46 feet; thence North 60°47'44" East 33.69 feet to the westerly prolongation of the northerly line of Lot 33 of said last mentioned tract; thence South 89°44'00" East along said westerly prolongation, a distance of 21.33 feet to the northwesterly corner of said Lot 33; thence SOUTH along the westerly line of said Lot 33 and the westerly line of said Lot 32, a distance of 153.44 feet to the point of beginning.

Containing: 12744± square feet.



APPROVED AS TO DESCRIPTION

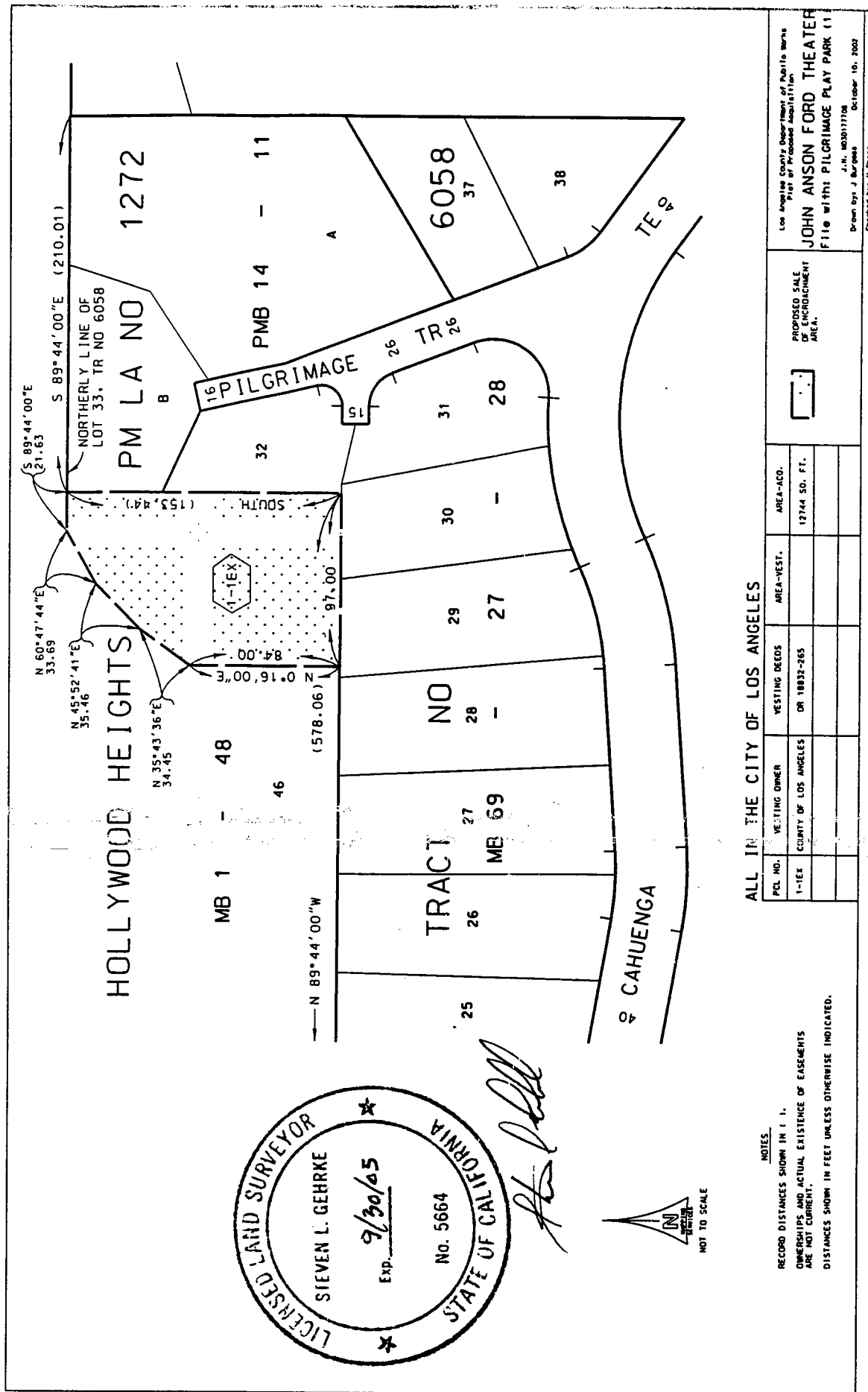
JULY 27, 2004

COUNTY OF LOS ANGELES

By

LICENSED LAND SURVEYOR

Mapping and Property Management Division



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles } ss.

On October 14th 2004, before me, E. Carriere, Notary Public,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Randy Barbato and Fenton Bailey,
Name(s) of Signer(s)



☒ personally known to me
☐ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

E. Carriere

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Agreement on Conveyance of Title to Encroached Area & Declaration of Covenants, Conditions & Restrictions
 Document Date: _____ Number of Pages: 6

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

ORIGINAL

WHEN RECORDED
MAIL THIS DOCUMENT AND
TAX STATEMENT TO:

Mr. Randy Barbato
Mr. Fenton Bailey
2415 Pilgrimage Trail
Los Angeles, CA 90068

Documentary transfer tax is: \$ _____ (L.A. County (80))

Space Above This Line Reserved for Recorder's Use

\$ _____ (L.A. City (44))

() computed on full value of property conveyed, or
() computed on full value less value of liens and
encumbrances remaining at time of sale

Assessor's Identification Number:
5577-025-901 (Portion)

COUNTY OF LOS ANGELES

By _____

QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the COUNTY OF LOS ANGELES, a body corporate and politic, hereinafter referred to as "County", does hereby remise, release, and forever quitclaim to RANDY BARBATO, a single man, and FENTON BAILEY, a single man, as joint tenants, hereinafter referred to as "Grantees", all of the County's right, title, and interest in and to all that real property in the City of Los Angeles, County of Los Angeles, State of California, described in Exhibit "A" attached hereto and by this reference made a part hereof, hereinafter referred to as "Subject Property".

EXCEPTING AND RESERVING all oil, gas, petroleum, and other hydrocarbons and minerals, but without right of entry to the surface of said land.

SUBJECT TO all covenants, conditions and restrictions, easements, rights and rights-of-way of record, if any, and to the following covenants, conditions and restrictions, which the Grantees, by their signatures on a document entitled "Agreement for Conveyance of Title to Encroached Area and Declaration of Covenants, Conditions and Restrictions", recorded _____, as Document No. _____, of Official Records in the Office of the County Recorder of said County, agree to keep and perform viz:

1. Grantee will assume all taxes, interest, penalties and assessments of record, if any.
2. The Subject Property is transferred to the Grantees in an "as is" condition without any warranty either express or implied. County makes no representation as to its location, size, use, zoning or physical condition, including, but not limited to the condition of the soils or ground water on or under the property and the presence of pollutants or contaminants, therein.

JOHN ANSON FORD AMPHITHEATRE (1)
Parcel 1EX
(File: PILGRIMAGE PLAY PARK (1))
I.M. 144-177 S.D. 3 M05D173701

Quitclaim Deed
JOHN ANSON FORD AMPHITHEATRE (1)
Parcel 1EX
(File: PILGRIMAGE PLAY PARK (1))
Page 2

3. Subject Property shall be used only for the present purposes of a rear yard serving the single family residence at 2415 Pilgrimage Trail, Los Angeles, California 90068, and shall only be improved with walkways, steps, retaining walls, landscape plantings, fountains, and other similar landscaping improvements in existence as of the date of this document. Subject Property shall not be used for a subdivision of Lot 32, Tract No. 6058, as shown on map filed in Book 69, page 27, of Maps, nor for a subdivision of Parcel B, as shown on map filed in Book 14, page 77, of Parcel Maps, nor for a change in use of said lot and parcel.
4. The express condition that, if and when Grantees and/or their successors and assigns fail, refuse or neglect to comply with the express conditions of this Quitclaim Deed, upon written notice by the County and the failure by the Grantees and/or their successors to cure such default or breach within ninety (90) days of the date of said notice, title to the Subject Property shall immediately revert to the County of Los Angeles without further notice and without the necessity of any affirmative action on the part of the County to assert any rights in the Subject Property.

Dated _____

COUNTY OF LOS ANGELES,
a body corporate and politic

By _____
Chairman, Board of Supervisors
of the County of Los Angeles

(COUNTY-SEAL)

ATTEST:
VIOLET VARONA-LUKENS, Executive Officer
of the Board of Supervisors
of the County of Los Angeles

By _____
Deputy

APPROVED as to form and language
Office Of The County Counsel

By Paul T. Hanson
Deputy

NOTE: Acknowledgment form on reverse side.

M03D177708
 JOHN ANSON FORD THEATER
 Filed with: **PILGRIMAGE PLAY PARK (1)**
 A.P.N. 5577-025-901
 T.G. 593 (E2, 3)
 I.M. 144-177
 Third District

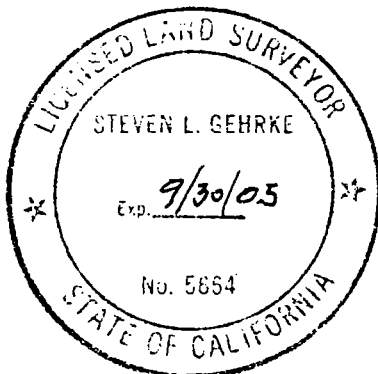
LEGAL DESCRIPTION

PARCEL NO. 1-1EX:

That portion of Lot 46 of Hollywood Heights, as shown on map recorded in Book 1, page 48, of Maps, in the office of the Recorder of the County of Los Angeles, within the following described boundaries:

Beginning at the most westerly southwesterly corner of Lot 32, Tract No. 6058, as shown on map recorded in Book 69, pages 27 and 28, of said Maps; thence North 89°44'00" West along the northerly line of Lot 30 and the northerly line of Lot 29 of said last mentioned tract, a distance of 97.00 feet; thence North 0°16'00" East 84.00 feet; thence North 35°43'36" East 34.45 feet; thence North 45°52'41" East 35.46 feet; thence North 60°47'44" East 33.69 feet to the westerly prolongation of the northerly line of Lot 33 of said last mentioned tract; thence South 89°44'00" East along said westerly prolongation, a distance of 21.63 feet to the northwesterly corner of said Lot 33; thence SOUTH along the westerly line of said Lot 33 and the westerly line of said Lot 32, a distance of 153.44 feet to the point of beginning.

Containing: 12744± square feet.



APPROVED AS TO DESCRIPTION

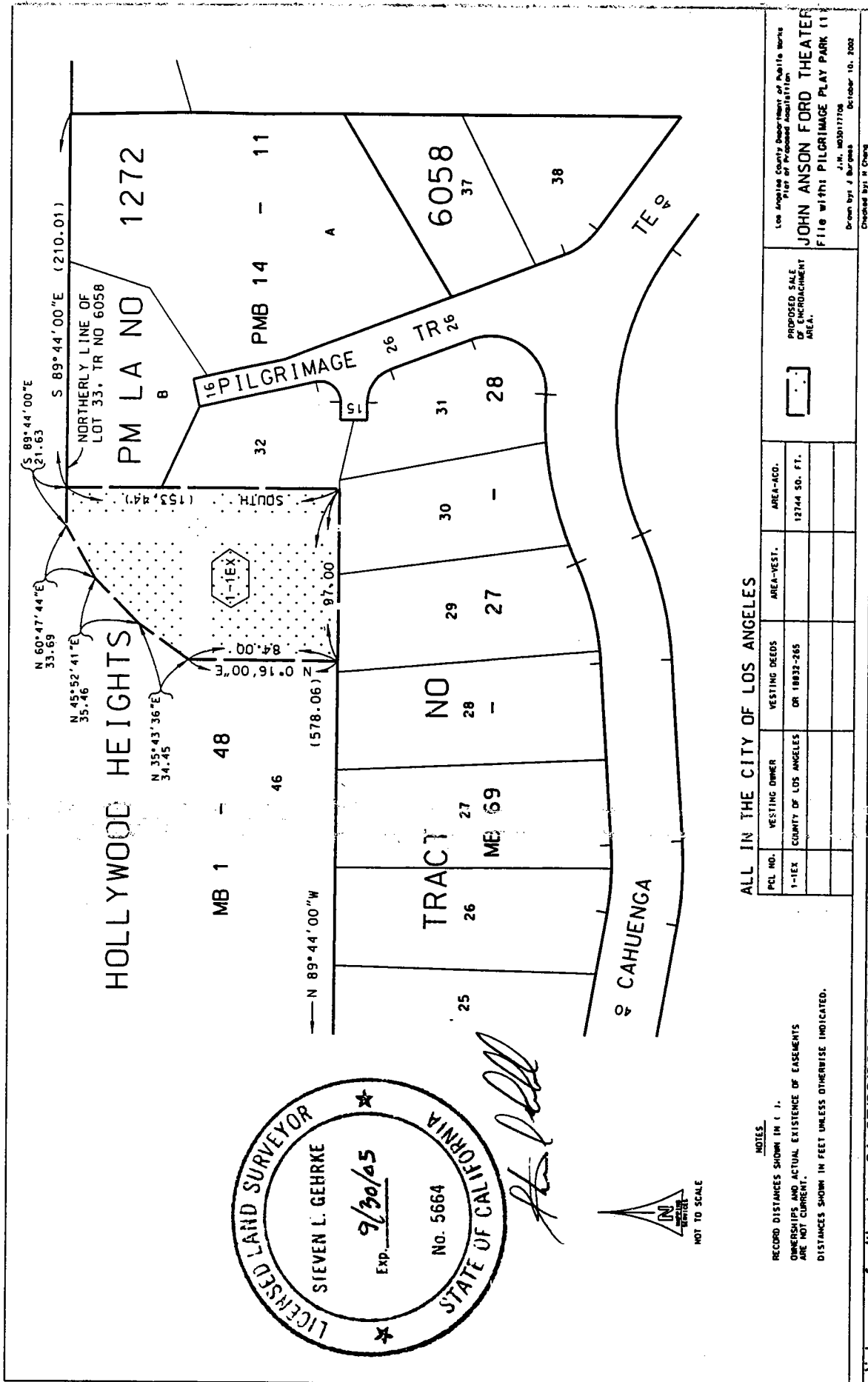
JULY 27, 2004

COUNTY OF LOS ANGELES

By _____

LICENSED LAND SURVEYOR

Mapping and Property Management Division



...johnsonfordtheater.s01 07/28/2004 02:06:48 PM